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AMAZON.COM, INC.
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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 VALLAVISTA CORPORATION, a California
corporation,

12 Plaintiff,
13

14 v.

15 AMAZON.COM, INC., a Delaware
corporation, TARGET CORPORATION, a
Minnesota corporation, EBAGS, INC., a
16 Colorado corporation, EMPORIUM
LEATHER COMPANY, INC., a New Jersey
17 corporation, doing business as ROYCE
LEATHER, and FASHION HANDBAGS,
18 INC., a Nevada corporation, doing business as
BO BO BAGS,
19

20 Defendants.

Case No. C07-05360

**ANSWER OF DEFENDANT
AMAZON.COM, INC.**

21 Defendant Amazon.com, Inc. ("Amazon.com"), through its undersigned counsel, hereby
22 responds to the numbered allegations of Plaintiff Vallavista Corporation's Complaint as follows:

23 **I. PARTIES**

24 1. Amazon.com lacks sufficient information or knowledge to form a belief as to the
25 truth of the allegations contained in paragraph 1 of the Complaint, and therefore denies the same.

26 2. Amazon.com admits that it is a corporation organized under the laws of the State
27 of Delaware. Amazon.com further admits that it sells products online through its website:
28

1 www.amazon.com, some of which are delivered to customers in California. Amazon.com denies
2 the remaining allegations in paragraph 2 of the Complaint.

3 3. Amazon.com lacks sufficient information or knowledge to form a belief as to the
4 truth of the allegations contained in paragraph 3 of the Complaint, and therefore denies the same.

5 4. Amazon.com lacks sufficient information or knowledge to form a belief as to the
6 truth of the allegations contained in paragraph 4 of the Complaint, and therefore denies the same.

7 5. Amazon.com lacks sufficient information or knowledge to form a belief as to the
8 truth of the allegations contained in paragraph 5 of the Complaint, and therefore denies the same.

9 6. Amazon.com lacks sufficient information or knowledge to form a belief as to the
10 truth of the allegations contained in paragraph 6 of the Complaint, and therefore denies the same.

11 **II. JURISDICTION**

12 7. Amazon.com admits that the Court has subject matter jurisdiction over this matter.

13 8. Amazon.com denies that venue is proper in the Northern District of California
14 under 28 U.S.C. § 1391(a).

15 **III. INTRADISTRICT ASSIGNMENT**

16 9. Amazon.com denies the allegations contained in paragraph 9 of the Complaint.

17 **IV. ALLEGATIONS COMMON TO ALL COUNTS**

18 10. The Complaint speaks for itself. Amazon.com denies all remaining allegations
19 contained in paragraph 10 of the Complaint.

20 11. Amazon.com lacks sufficient information or knowledge to form a belief as to the
21 truth of the allegations contained in paragraph 11 of the Complaint, and therefore denies the
22 same. The document attached as Exhibit A to the Complaint, U.S. Patent and Trademark Office
23 Reg. No. 2,008,495 speaks for itself.

24 12. Amazon.com lacks sufficient information or knowledge to form a belief as to the
25 truth of the allegations contained in paragraph 12 of the Complaint, and therefore denies the
26 same.

27 13. Amazon.com denies the allegations contained in paragraph 13 of the Complaint.
28

1 14. Amazon.com lacks sufficient information or knowledge to form a belief as to the
2 truth of the allegations contained in the first and second sentences of paragraph 14 of the
3 Complaint, and therefore denies the same. Plaintiffs' reference to the allegedly registered
4 trademark TAXI WALLET® and common law word TAXI WALLET as "Marks" is a legal
5 conclusion to which no answer is required. Amazon.com denies the remainder of the allegations
6 contained in paragraph 14 of the Complaint.

7 15. Amazon.com lacks sufficient information or knowledge to form a belief as to the
8 truth of the allegations contained in paragraph 15 of the Complaint, and therefore denies the
9 same. The document attached as Exhibit B to the Complaint speaks for itself.

10 16. Amazon.com com lacks sufficient information or knowledge to form a belief as to
11 the truth of the allegations contained in paragraph 16 of the Complaint, and therefore denies the
12 same.

13 17. Amazon.com lacks sufficient information or knowledge to form a belief as to the
14 truth of the allegations contained in paragraph 17 of the Complaint, and therefore denies the
15 same.

16 18. Amazon.com lacks sufficient information or knowledge to form a belief as to the
17 truth of the allegations contained in paragraph 18 of the Complaint, and therefore denies the
18 same.

19 19. Amazon.com lacks sufficient information or knowledge to form a belief as to the
20 truth of the allegations contained in paragraph 19 of the Complaint, and therefore denies the
21 same.

22 20. Amazon.com lacks sufficient information or knowledge to form a belief as to the
23 truth of the allegations contained in paragraph 20 of the Complaint, and therefore denies the
24 same.

25 21. Amazon.com lacks sufficient information or knowledge to form a belief as to the
26 truth of the allegations contained in paragraph 21 of the Complaint, and therefore denies the
27 same.

28 22. Amazon.com denies the allegations contained in paragraph 22 of the Complaint.

1 23. Amazon.com denies the allegations contained in paragraph 23 of the Complaint.

2 **V. CLAIMS FOR RELIEF**

3 **COUNT ONE: TRADEMARK INFRINGEMENT UNDER 15 U.S.C. §1114**

4 24. Amazon.com incorporates by reference its answers to paragraphs 1 through 23 as
5 set forth above.

6 25. Amazon.com lacks sufficient information or knowledge to form a belief as to the
7 truth of the allegations contained in paragraph 25 of the Complaint, and therefore denies the
8 same.

9 26. Amazon.com denies the allegations contained in paragraph 26 of the Complaint.

10 27. Amazon.com denies the allegations contained in paragraph 27 of the Complaint.

11 28. Amazon.com denies the allegations contained in paragraph 28 of the Complaint.

12 **As to Defendant Bo Bo Bags**

13 29. Amazon.com lacks sufficient information or knowledge to form a belief as to the
14 truth of the allegations contained in paragraph 29 of the Complaint, and therefore denies the
15 same.

16 30. Amazon.com admits that Bo Bo Bags has offered products for sale through the
17 Amazon.com website. Amazon.com lacks sufficient information or knowledge to form a belief
18 as to the truth of the remaining allegations contained in paragraph 30 of the Complaint, and
19 therefore denies the same.

20 31. Amazon.com lacks sufficient information or knowledge to form a belief as to the
21 truth of the allegations contained in paragraph 31 of the Complaint, and therefore denies the
22 same.

23 32. Amazon.com lacks sufficient information or knowledge to form a belief as to the
24 truth of the allegations contained in paragraph 32 of the Complaint, and therefore denies the
25 same.

26 33. Amazon.com lacks sufficient information or knowledge to form a belief as to the
27 truth of the allegations contained in paragraph 33 of the Complaint, and therefore denies the
28 same.

As to Defendant Royce

34. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint, and therefore denies the same.

35. Amazon.com admits that Royce has offered products for sale through the Amazon.com website. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in paragraph 35 of the Complaint, and therefore denies the same.

36. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and therefore denies the same.

37. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint, and therefore denies the same.

38. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and therefore denies the same.

39. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint, and therefore denies the same.

40. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint, and therefore denies the same.

At to Defendant Target

41. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and therefore denies the same.

1 42. Amazon.com lacks sufficient information or knowledge to form a belief as to the
2 truth of the allegations contained in paragraph 42 of the Complaint, and therefore denies the
3 same.

4 43. Amazon.com lacks sufficient information or knowledge to form a belief as to the
5 truth of the allegations contained in paragraph 43 of the Complaint, and therefore denies the
6 same.

7 44. Amazon.com lacks sufficient information or knowledge to form a belief as to the
8 truth of the allegations contained in paragraph 44 of the Complaint, and therefore denies the
9 same.

10 45. Amazon.com lacks sufficient information or knowledge to form a belief as to the
11 truth of the allegations contained in paragraph 45 of the Complaint, and therefore denies the
12 same.

13 46. Amazon.com lacks sufficient information or knowledge to form a belief as to the
14 truth of the allegations contained in paragraph 46 of the Complaint, and therefore denies the
15 same.

16 47. Amazon.com lacks sufficient information or knowledge to form a belief as to the
17 truth of the allegations contained in paragraph 47 of the Complaint, and therefore denies the
18 same.

19 48. Amazon.com lacks sufficient information or knowledge to form a belief as to the
20 truth of the allegations contained in paragraph 48 of the Complaint, and therefore denies the
21 same.

22 **As to Defendant Amazon.com**

23 49. Amazon.com admits that Amazon.com provides website services for Target, Sears
24 Canada, Benefit Cosmetics, Bebe Stores, Timex Corporation, Marks & Spencer, and Mothercare.
25 Amazon.com denies the remaining allegations contained in paragraph 49 of the Complaint.

26 50. Amazon.com admits that visitors to the Amazon.com website may search for
27 product offerings using the words “taxi wallet.” Amazon.com denies the remaining allegations
28 contained in paragraph 50 of the Complaint.

1 51. Amazon.com lacks sufficient information or knowledge to form a belief as to the
2 truth of the allegations contained in paragraph 51 of the Complaint, and therefore denies the
3 same.

4 52. Amazon.com lacks sufficient information or knowledge to form a belief as to the
5 truth of the allegations contained in paragraph 52 of the Complaint, and therefore denies the
6 same.

7 53. Amazon.com denies the allegations contained in paragraph 53 of the Complaint.

8 54. Amazon.com denies the allegations contained in paragraph 54 of the Complaint.

9 **As to Defendant eBags**

10 55. Amazon.com lacks sufficient information or knowledge to form a belief as to the
11 truth of the allegations contained in paragraph 55 of the Complaint, and therefore denies the
12 same.

13 56. Amazon.com lacks sufficient information or knowledge to form a belief as to the
14 truth of the allegations contained in paragraph 56 of the Complaint, and therefore denies the
15 same.

16 57. Amazon.com lacks sufficient information or knowledge to form a belief as to the
17 truth of the allegations contained in paragraph 57 of the Complaint, and therefore denies the
18 same.

19 58. Amazon.com lacks sufficient information or knowledge to form a belief as to the
20 truth of the allegations contained in paragraph 58 of the Complaint, and therefore denies the
21 same.

22 59. Amazon.com lacks sufficient information or knowledge to form a belief as to the
23 truth of the allegations contained in paragraph 59 of the Complaint, and therefore denies the
24 same.

25 60. Amazon.com lacks sufficient information or knowledge to form a belief as to the
26 truth of the allegations contained in paragraph 60 of the Complaint, and therefore denies the
27 same.
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**COUNT TWO: UNFAIR COMPETITION AND FALSE DESIGNATION
OF ORIGIN UNDER 15 U.S.C. §1125(a)
(AS TO ALL DEFENDANTS)**

61. Amazon.com incorporates by reference its answers to paragraphs 1 through 60 as set forth above.

62. Amazon.com denies the allegations contained in paragraph 62 of the Complaint.

63. Amazon.com denies the allegations contained in paragraph 63 of the Complaint.

64. Amazon.com denies the allegations contained in paragraph 64 of the Complaint.

**COUNT THREE: TRADEMARK DILUTION UNDER 15 U.S.C. §1125(C)
(AS TO ALL DEFENDANTS)**

65. Amazon.com incorporates by reference its answers to paragraphs 1 through 64 as set forth above.

66. Amazon.com lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint, and therefore denies the same.

67. Amazon.com denies the allegations contained in paragraph 67 of the Complaint.

68. Amazon.com denies the allegations contained in paragraph 68 of the Complaint.

69. Amazon.com denies the allegations contained in paragraph 69 of the Complaint.

70. Amazon.com denies the allegations contained in paragraph 70 of the Complaint.

**COUNT FOUR: COMMON LAW UNFAIR COMPETITION
(AS TO ALL DEFENDANTS)**

71. Amazon.com incorporates by reference its answers to paragraphs 1 through 70 as set forth above.

72. Amazon.com denies the allegations contained in paragraph 72 of the Complaint.

73. Amazon.com denies the allegations contained in paragraph 73 of the Complaint.

74. Amazon.com denies the allegations contained in paragraph 74 of the Complaint.

**COUNT FIVE: UNFAIR COMPETITION UNDER CALIFORNIA BUSINESS
AND PROFESSIONS CODE SECTION 17200 *et seq.*
(AS TO ALL DEFENDANTS)**

75. Amazon.com incorporates by reference its answers to paragraphs 1 through 74 as set forth above.

76. Amazon.com denies the allegations contained in paragraph 76 of the Complaint.

77. Amazon.com denies the allegations contained in paragraph 77 of the Complaint.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Any injuries or damages sustained by Plaintiff were caused in whole or in part by acts or omissions of persons or entities other than Amazon.com.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the equitable doctrines of laches, statute of limitations, waiver, and acquiescence.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff is estopped by reason of its own conduct, acts, or omissions from recovering against Amazon.com on any purported claim for relief.

FIFTH AFFIRMATIVE DEFENSE

Amazon.com has acted at all times in good faith and without intent to deprive Plaintiff of any rights.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's alleged trademark(s) are abandoned, void, invalid, without secondary meaning, or generic.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to injunctive relief because it has not and will not suffer irreparable harm and has an adequate remedy at law.

RESERVATION

Amazon.com reserves the right to add defenses and affirmative defenses, to add counterclaims and third-party defendants, and to argue legal theories in addition to or in lieu of those specifically identified herein, as the facts in this matter may warrant, including without limitation additional or further facts hereafter disclosed through discovery.

WHEREFORE, defendant Amazon.com respectfully prays that the Court enter judgment as follows:

(a) That the Complaint against Amazon.com be dismissed with prejudice and without an award of injunctive relief, damages, costs, or fees of any kind to Plaintiff;

(b) That Amazon.com be awarded its reasonable fees and costs;

(c) That Amazon.com be awarded such other relief as this Court deems appropriate, just, and equitable.

DATED: December 21, 2007

STOEL RIVES LLP

By: /s/ Erik P. Khoobyarian
ERIK P. KHOOBYARIAN
Attorneys for Defendant
AMAZON.COM, INC.